

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM350583

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Westeel Canada Inc.		05/20/2015	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	The Toronto-Dominion Bank		
Street Address:	4880 TAHOE BOULEVARD BUILDING 2		
City:	MISSISSAUGA, ONTARIO		
State/Country:	CANADA		
Postal Code:	L4W 5P3		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Serial Number:	77763728	AERWAVE	
Serial Number:	76431902	CENTURION	
Serial Number:	75744055	C-RING	
Serial Number:	77245895	EASYAER	
Serial Number:	78695551	EASYFLOW	
Serial Number:	77505909	EFP SERIES	
Serial Number:	75744051	MAGNUM-F	
Serial Number:	75744054	MAGNUM-G	
Serial Number:	76501846	MAGNUM - L	
Serial Number:	86069508	RAPID DEPLOYMENT CONTAINMENT	
Serial Number:	86068615	RDC-RING	
Serial Number:	77455217	ROAD-VAULT	
Serial Number:	75744053	SEED-STOR	
Serial Number:	85774125	SPEED PLATE	
Serial Number:	85628458	W	
Serial Number:	73374242	WESTEEL	
Serial Number:	77763765	WESTEEL AERWAVE	
Serial Number:	78757460	WESTEEL EASYCHECK	
Serial Number:	73372655	WESTEEL WIDE-CORR.	

CH \$565.00 77763728

Property Type	Number	Word Mark
Serial Number:	77469652	WESTOR
Serial Number:	77469635	WESTOR
Serial Number:	76549664	ZERO GROUND DISTURBANCE

CORRESPONDENCE DATA
Fax Number: 2039757180
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 203.353.6834
Email: christina.london@lockelord.com
Correspondent Name: Locke Lord LLP
Address Line 1: P.O. Box 130; F.D.R. Station
Address Line 2: Paralegal Christina London
Address Line 4: New York, NEW YORK 10150

ATTORNEY DOCKET NUMBER:	301056-0001 GRANDY
NAME OF SUBMITTER:	Christina London
SIGNATURE:	/christina london/
DATE SIGNED:	08/06/2015

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of May 20, 2015 (this "Agreement"), between Westeel Canada Inc., a Canadian corporation (the "Grantor") and THE TORONTO-DOMINION BANK, as Collateral Agent (the "Agent") for itself, for the lenders under the below-described Loan Agreement from time to time, and any successors and assignees from time to time of the interests of such lenders (collectively, the "Credit Agreement Lenders"), and for the holders of the below-described Notes from time to time, and any successors and assignees from time to time of the interests of such holders under the following credit facilities: (a) that certain Sixth Amended and Restated Loan Agreement dated as of the date hereof (as the same may be amended, restated or otherwise modified from time to time, the "Loan Agreement"), among Ag Growth International Inc. ("AGI") and Westfield Distributing (North Dakota) Inc. ("Westfield ND"); AGI and Westfield ND being referred to collectively herein as the "Borrowers"), certain affiliates of the Borrowers, the Credit Agreement Lenders from time to time thereunder and the Agent; and (b) (i) those certain 6.80% Series A Senior Secured Notes due October 29, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Series A Notes"), (ii) those certain Series B Senior Secured Notes (as further described in the Note Agreement referred to below, as amended, restated, supplemented or otherwise modified from time to time, the "Series B Notes") and (ii) any additional series of the senior secured notes (collectively, as amended, amended and restated, supplemented or otherwise modified from time to time, the "Shelf Notes" and together with the Series A Notes and the Series B Notes, the "Notes") issued by the Co-Obligors (as hereinafter defined) pursuant to that certain Second Amended and Restated Note Purchase and Private Shelf Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Note Agreement"), by and among AGI, Westfield ND, and Hansen Manufacturing Corp. (collectively, the "Co-Obligors"), Prudential Investment Management, Inc. and the Prudential Affiliates described therein.

WITNESSETH:

WHEREAS, in connection with the Loan Agreement and the Note Agreement, the Grantor has executed and delivered a General Security Agreement dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement"), whereby the Grantor has granted to the Agent a continuing security interest in, *inter alia*, all of the Trademark Collateral (as defined below) to secure the obligations of the Borrowers under the Loan Agreement, the Note Agreement and each other document delivered by the Grantor in connection with the Loan Agreement or the Note Agreement, whether as a borrower, as a guarantor, as a co-obligor or in any other capacity, and whether for principal, interest, expenses, indemnity or otherwise; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademarks. The Grantor hereby pledges, hypothecates, charges, mortgages, collaterally assigns and grants to the Agent a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor, all of the Grantor's right, title and interest in and to (the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I hereto, whether currently in use or not or whether registered or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office, or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the “Trademark”);

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a) above, and to the extent applicable, clause (b) above;

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) above and, to the extent applicable, clause (b) above; and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license described in clause (b) above and all rights corresponding thereto;

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent under the Security Agreement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 4. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signature Page Follows]

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written.

WESTEEL CANADA INC.

By: 

Name: Gary Anderson

Title: Pres

THE TORONTO-DOMINION BANK,
as Collateral Agent

By: _____

Name: _____

Title: _____

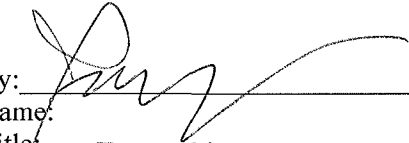
[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written.

WESTEEL CANADA INC.

By: _____
Name:
Title:

THE TORONTO-DOMINION BANK,
as Collateral Agent

By:  _____
Name:
Title: **Feroz Haq**
Director, Loans Syndications - Agency

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Registration No.	Serial No.	Trade-mark
3,924,509	77/763728	AERWAVE
2,860,954	76/431,902	CENTURION
2,564,139	75/744,055	C-RING
3,585,312	77/245895	EASYAER
3,257,076	78/695,551	EASYFLOW
4,000,144	77/505909	EFP SERIES
2,942,279	75/744,051	MAGNUM-F
2,942,280	75/744,054	MAGNUM-G
3,117,532	76/501,846	MAGNUM-L
Filed	86069508	RAPID DEPLOYMENT CONTAINMENT
Filed	86068615	RDC-RING
3,704,113	77/455217	ROAD-VAULT
2,649,837	75/744,053	SEED-STOR
Filed	85774125	SPEED PLATE
Filed	85628458	W AND DESIGN
1,280,478	73/374,242	WESTEEL
3,949,725	77/763765	WESTEEL AERWAVE AND DESIGN
3,401,767	78/757,460	WESTEEL EASYCHECK AND DESIGN
1,327,974	73/372,655	WESTEEL WIDE-CORR
3,724,310	77/469652	WESTOR (stylized letters)
3,713,900	77/469635	WESTOR
2,892,060	76/549,664	ZERO GROUND DISTURBANCE

Item B. Trademark Licenses

None